

How your business could get sued for using Pinterest

Puget Sound Business Journal by Galen Moore, Web Editor

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Yesterday I began experimenting with Pinterest, setting up a Boston Business Journal Newsroom account and creating a couple of pinboards for the kinds of content we handle that have a visual appeal. I picked architects' renderings and startup workplaces.

Today, I'm pulling the BBJ pinboards down. Here's why: Believe it or not, Pinterest's service agreement gives it the right to sell images that users upload.

Let me pause to say Pinterest could be great. I don't know of any service that would let me present this kind of material in as social and appealing a way as Pinterest does. Visitors to pinterest.com/businessjournal could see every major building plan in Boston laid out before them like a table setting. They could click any rendering for more information, or 'pin it' themselves, to share with friends. This morning, I posted a story showing how even B2B companies are [gaining traction on red-hot Pinterest](#).

As usual, the devil is in the details. Today, the 'details' are Pinterest operator Cold Brew Labs' terms of service. And by 'devil' I mean the following two excerpts:

"By making available any Member Content through the Site, Application or Services, you hereby grant to Cold Brew Labs a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content only on, through or by means of the Site, Application or Services."

In the following paragraph, Pinterest asks me, the user, to affirm that, ...

"... you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application and Services or you have all rights, licenses, consents and releases that are necessary to grant to Cold Brew Labs the rights in such Member Content, as contemplated under these Terms."

Unlike other social media services, when you 'pin' something on Pinterest, you automatically upload an (at least) medium-sized version of the related image to the service. Exceptions for

publishers of user-generated content protect Pinterest, but they don't protect you. Unless you know you have a "worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license," you'd better tread carefully. I was not able to immediately reach Pinterest for comment.

The real estate developers and architecture firms who provide us renderings certainly know that we plan to publish them on bizjournals.com and in our weekly print edition. But did we ask permission to convey rights to sell the images to a third party? No, we did not.

Now, in our case, most real estate developers would be happy as hell to see their architects' renderings broadcast far and wide, and would happily grant rights to trade them for mink pelts in Siberia, if necessary.

I could ask the developers' permission, and get it. Whether by that method or another, I hope we'll find another way to use Pinterest safely. The service shows fascinating potential. But if you operate a business, or have any net worth to speak of, I recommend a careful read of the fine print.

Screen grab from pinterest.com/businessjournal

A screen grab of the *Boston Business Journal's* pinboard, showing architects' renderings for planned buildings throughout Boston. After a careful read of the fine print, it has been taken down.